EXHIBIT C PART 10

Exhibit File Check List

SUPERIOR LIVESTOCK AUCTION

1155 North Colorado Avenue Brush, CO 80723 800-523-6610

BUYERS INVOICE Buyer # 0016

Eastern Livestock

Office:

812 949-9035

135 West Market

New Albany, IN 47150

Fax:

812 949-9060

LOT # 8747

Shrink

2

49970

Superior Livestock Auction attests that all livestock referenced by this document are of

Delivery Date

11/3/2010

Auction Date

8/26/2010

Contracted:

68

Head Description Weight 70 Feeder Steers

Delivered:

Feeder Steers

2 700

Net Wt

\$115.75

Price

\$114.95

\$56,292.16

Gross Amount

Total:

68

48971

48971

\$56,292.16

Seller: Sulphur Bluff Ranch Location: Sulphur Bluff, TX Destination: AMARILLO, TX Part Payment Paid:

\$2,800.00

Adjustments:

Ave Wt

720

\$0.00

\$53,492.16

Sepresentative: R.B. Richardson 903 676-6504

Net Due:

Superior Livestock Auction by

<u>USA</u>

origin.

Eastern Livestock
Did not pay for this Lot

Please remit to Superior Livestock Auction via Wire Transfer or Overnight Delivery of a Check

Please include the Lot Number on your payment

Wire Transfer or ACH To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448 Credit: Superior Livestock Auction, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

Address for overnight delivery of a check (Fed Ex, UPS or Express Mail)
Superior Livestock Auction
1155 N Colorado Avenue
Brush, CO 80723

Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority.

Thank you for your business. If you have any questions, please call 1-800-523-6610

Case 10-93904-BHL-11 Doc 410-12 Filed 03/28/11 EOD 03/28/11 12:22:40 Pg 4 of

SUPERIOR LIVESTOCK AUCTION

LOT# 8747

DELIVERY DATE Nov 3 2010 SALE DATE August 26 2010

PAPERWORK REC'D

SELLER Sulphur Bluff Ranch 903 945-2222

Date entered 11/3/2010

CONTRACT # 22291 12/2/2010 12:20:00 Entered by MGM

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(806)499-3701. 11/11/10 R.B. FRIONA SLA PD 11/14

12;32:2s;40ange, SuiG125 Fort Worth, TX 76164 1-800-422-2117

1-800-523-6610

839

Lat#:

8747

0016

THIS CONTRACT made and entered into this 26th day of , in Brush, Morgan County, Colorado by and between August, Sulphur Bluff Ranch of 147 Dunham Ranch Rd Sulphur Bluff 75481 Phone Number, TX hereinafter known as SELLER, and Eastern Livestock of 135 West Market Phone, 812-949-9035 **New Albany** ΙN 47150 Fax. 812-949-9060 Cell. , hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM: SelectVAC 45

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
70	Feeder Steers	700	\$115.75

BREED TYPE: English & Exotic cross showing 1/8 or less Brahman influence, 100% Black, BWF or Charolais, By Charolais & Angus bulls.

MIXED LOADS: Heifer price will be \$ 0 /CWT under original price of steers.

ORIGIN: Home Raised

COUNTRY OF ORIGIN USA

FRAME: Med Lg

FLESH: Medium

HORNS: Tipped or Muley

EST WT VARIANCE: Uneven

FEEDING PROGRAM: Native grass, wheat pasture & protein block.

CURRENT LOCATION: Sulphur Bluff Ranch, 5 miles N of Sulphur Bluff, TX which is 120 miles E of Fort Worth, TX

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

Sulpur Bluff Ranch

on/between

Oct. 25-Nov. 10, 2010

at the option of the representative.

WEIGHING CONDITIONS: Gather ASAP & weigh on ground w/a 2%.

SLIDE: If the livestock average over the base weight

the price will be adjusted

cents per pound for every

over that weight on the total net pounds.

Any ibs. over 725 are free.

COMMENTS: Real nice set of feeder strs. Filmed 8/8/10.

VACCINATIONS: SelectVAC 45. Wormed w/Valbazen @ weaning spring 2010.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes BANGS VACCINATED

IMPLANTED: No

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc. (SLA) of any grievance regarding any tivestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Setter the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on head, the sum of \$ 2,800.00 , as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 2,100.00 , as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER: Sulphur Bluff Ranch

BUYER:

Eastern Livestock

903 675-3870

OPEN HEIFERS: Unless otherwise stated, heifers sold in this contract are not quaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the reaminder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptby or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and ail rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required. Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, altorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle sold. Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: All legal actions instituted for any detault in payment or lack of sufficient funds in any financial institution to pay checks rendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications; (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

04-BHL-11	Doc 410-12		EOD 03/28/1	1 12:22:40	Pg 7 of
Fort®War	ge Ave., Suite 121 th, TX 76164 624-3800	14 SUPER	IQA	P.O. Box Brush, CO (970) 842-	80723 ²⁰¹⁰ -6566
	422-2117 Q Z 9			1-800-523 FAX TO:	(970) 842-2705
ONSIGNMENT #_	_0_1	Livestock A NSIGNMENT CONTRACT (Nuction COP SALE OF LIVESTO:		(877) 523-6610
ccepted by SLA	ÇC	AUCTION DATE ALG	-013422012142010	25	. ,
ffective Date		AUCTION DATE AND	**************************************		
ot# 2143 late 2/13/29		natored into this	day of Aug	,20	
	S CONTRACT made and	entered and mas	,	rp.	,
Sulphur Bli	m Ranch Rd	Sul	phur Bluff		5481
	3-945-2222	CC#/Fodoral ID# #	າກາດ (Sellér	, and Superior Livesto	ock Auction, Inc. (SLA) and
Richardson	, R.B.	(MARKETING REPRESENT	Alive) covers the listing to	If said of the avestoca	described in this contract.
MO. HEAD		KINO/SEX	RASE WEIGHT	05/14/2	
3:25	Feeder -	PCP 8	725	03/11/2	
68	STAR				
AIXED LOADS: Heifer	r orice will be \$ 0	/ CWT under original price	of steers. SPECIAL LOGO):	
HALD CONDS. HERE	ROGRAM: VAC 45	Select		OWNER CERTIF	IED NATURAL: YES NO
IGE & SOURCE VERIF	HED PROGRAM: NO		RFID TAGS		FREE: YES NO
PROGRESSIVE GENET	ICS: 1)	so pounds over base weight.	(GREEDER 2)	3)	BAEEDERSI
BLIDE: 4 cents	over base weight, up to	50 pounds over base weight, cattle change class due to incr	If cattle average 51 poun	os over base weight, a weight) the cattle :	may be rejected for delivery
NT STOP @	7.570 If the	cattle change class due to more c cross showing	2.48 or loss Bl	se wegny, ne czno : se man infl:	ience. Amerik.
REED TYPE: En	glish & Exoti	C Cross snowing	TOUR TESTS IN		4.1 41.0115
	or 7	olais & Lot Recin		CHAROU	W2 & 110 143
100%	01.21	•	Buils		
)RIGIN: Home R	alsed		COUNTRY: U.S.		
RAME SIZE: Med	. Lg		ESH CONDITION: Med		*** (40.450) . 1 nav umiah*
ESTIMATED WEIGHT	VARIANCE: Uneven	F/	AIRLY EVEN (0 - 10% +/-	pay weight) UNEV	EN (10-15% +/~ pay weight)
/ERY UNEVEN (15 - 2	5% +/- pay weight)	Seller warrants that no individua	i animai will vary more or	within these necenti	ичег штайоз или шо алысын hal
weight at delivery, SL	A or Marketing Represent	tative reserves the right to rejo	set any amin'n mor is not	a 1 1/	-3
HURNS: Tipped	Or Muley	% wh er pertur e	Protein	BIOCK	
recome freedom.	Mariae drass			•	
:			- 4' -		W144 MV
CURRENT LOCATION:	: Cattle are located at	Sulphur Bluff R	anch, 5 miles	N or Sulpm	ir Bluer, TX
which is 12	0 miles E of	Fort Worth, TX ir normal manner until delivery.	If cattle must be moved	or changed to a diffe	erent kind of feed or pasture
where they shall rema	in and de nandieu in inei	ve must be notified and chang	re will be allowed only wi	th Buver's approval.	•
to sity (caso), ack	n marketing Hebicseman	As these as uppuse and annual	,- ,	***	
DELIVERY: Seller will	deliver cattle to Buyer's tr	ucks at Sulpur Bl	uff Ranch		on / between
	5-20-200 9 0 C	1-15 4/0/1-1/	at the cotion of the	Marketing Represent	ative, unless otherwise stated
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IMPLANTED:	Nb				
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					a mila es
VACCINATIONS:	VAC 45. Worme	ed w/Valbazen ê v	veaning 10/03 .	Spring -	3010
Select	<i>7</i> 1			•	
BRANDS:			<u> </u>		
WARRANTIES: Selier	represents and warrants	that it has good and marketab	le title to the livestock and	that they will be deli-	vered free of all liens, securit
interests or encumbra	ances. Said livestock are	subject to a lien, security into	erests or chattel mortgage	in tayor of	
Lienholder:			204	on	
SLA acknowledges re	ceipt of a check for \$3.00	O per head in the amount of \$		(0	DATE)
ADDITIONAL PROVIS	NONS AGREED UPON BE	ETWEEN SELLER AND SLA AN	D/OR MARKETING REPR	ESENTATIVE: (not pu	blished)

LIVESTOCK DWNER'S FEED CERTIFICATE: The undersigned certifies that, to the best of his/her/its knowledge, as of the date of delivery, none of the livestock described above, will be, on such date, adulterated within the meaning of the Federal Food, Drug and Cosmetic Act (i.e., none of the cattle have been fed any feed containing protein derived from mammalian tissue, e.g. meat and bone meal, as that term is defined in 21 CFR 589.2000 and none of the livestock will have an illegal level of drug residues.

Seller acknowledges he has read and understands all the terms and conditions on the front and back of this contract, and will abide by them. Seller agrees all information on this contract is accurate and guarantees delivery of the livestock described herein.

MARKETING REPRESENTATIVE: R.B. Richardson 903-675-3870 903-676-6504

Sulphur Bluff Ranch OFFICE COPY



P.O. Box38 5ñash, CO 60723 (970) 842-5566 Fact (970) 642-2705 1-800-523-6610 Nº 06660

August 26, 2010

PAY TO THE Sulphur Bluff Ranch ORDER OF

\$ 2,100.00

DOLLARS

 $_{\chi}$. Two Thousand One Hundred Deliars and No Cents

CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS

PAYABLETHRU BANK OF COLORADO P O BOX625 BRUSH, COLORADO 90723 Phone 879,842-2844

MONA WATHERT

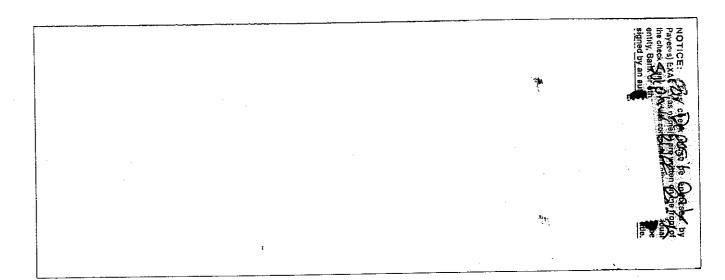
DDA Debits - 09/14/2010

TICE: This chack must be endorreed by swelling beauty as name(s) are written on the front of the check if any Payer is accomposition, other non-individual entity. Bank or other lending institution, check must be signed by an euthorized individual, including their titls. ENDORSE BELOW TO LAST ON THE PAYER.

DDA Debits - 09/14/2010

Livestock Auction	PO Box 38 Brush, CO 80723 (970) 842-5566 Fax (970) 842-2705 1-800-523-6610	N°- 046436 DATE 11- 3- 10 32
PAY TO THE ORDER OF SULPAR PAYABLE THEN BANK OF COLORADO PO BOX 525 BRUSH, COLORADO 80723	o Shours	Lauch \$ 52,862 Cig Spendad State turbourses Chistopial Account FOB SHIPPERS PROCEEDS R B Kurkaulian
Phone 970-842 2844		

DDA Debits - 11/10/2010



DDA Debits - 11/10/2010

131 E. Exchange Ave., Suite 121

Fort Worth, TX 76164

(817) 624-3800

Fax: (817) 624-3325

1-800-422-2117

№ 06660

P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610



August 26, 2010

Sulphur Bluff Ranch

48565

6660

147 Dunham Ranch Rd

Sulphur Bluff, TX 75481

Phone: 903-945-2222

LOT#	#HEAD DESCRIPTION	DELIVERY DATE BASE W	r PRICE		PART PMT
8747	70 Feeder Steers	Oct. 25-Nov. 10 700	\$115.75		\$2,100.00
TOTAL	70 HEAD	Part Pmt. Paid o	n 70	HEAD	\$2,100.00
DE	EDUCTIONS:				
	No Sale/Scratch Fees:			•	\$0.00
ŇE	ET PROCEEDS:				\$2,100.00

Livestock Auction

P.O. Box 38 Brush CO 80723 (970) 842-5566 Fax. (970) 842-2705 1-800-523-6610

August 26, 2010

PAY TO THE ORDER OF

Sulphur Bluff Ranch

\$ 2,100.00

Two Thousand One Hundred Dollars and No Cents

DOLLARS

№ 06660

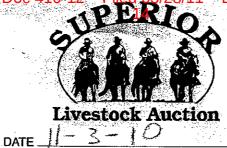
PO BOX525 BRUSH, COLORADO 80723

CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS

BANK OF COLORADO Phone: 970-842-2844

Case 10-93904-BHL-11 Doc 410-12 Filed 03/28/11 EOD 03/28/11 10 23/40 Pc 11 of

131 E. Exchange Ave., Suite 121 Fort Worth, TX 76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117



P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

	SELLER <u>SELLER</u>	2- 116 F F	<u> </u>	17/1/3-1			100 (40)	<u>000.</u>
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	735 3101							
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***					NET PRO	OCEEDS		

ALLIA CARRESTO PROCESSOR AND ARREST OF STATE OF			NP=046436
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F.C. Box 98 Brush, CIO 80729 S (970) 842 5566 East (970) 842-2705 1-800-523-6619



End Exchange Av. (Suite 121 Fort Worth: TX: 76164 (817):624-880 Fax: (817):62488225 -1:800-422-21/7

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131 East Exchange Ave.; Suite 121 Fort Worth; TX 76164 (817) 624-3800 Fax: (817) 624-3325 1-800-422-2117



P.O. Box 38 Brush, CO 80723 (970) 842-5566 Fax: (970) 842-2705 1-800-523-6610

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